

EXHIBIT N

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PATSY WIDAKUSWARA, et al.,

Plaintiffs,

-against-

KARI LAKE, et al.,

Defendants.

Index No. 25 Civ. 2390

DECLARATION OF PAULA HICKEY

I, Paula Hickey, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am over 18 years of age and competent to give this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I have worked at United States Agency for Global Media (“USAGM”) since November 2, 1998.

3. I am the Local President of the American Federation of Government Employees, AFL-CIO, Local 1812, (“Local 1812”) a labor organization and unincorporated association that represents approximately 900 federal employees at USAGM. Local 1812 is an affiliate of the American Federation of Government Employees (“AFGE”).

4. AFGE has represented employees at USAGM and its predecessor agencies for over 55 years.

5. AFGE and Local 1812 advocate on behalf of their members and seek to promote dignity, safety, and fairness for government employees.

6. AFGE, through Local 1812, represents USAGM employees who work in Washington, DC, New York, NY, and Miami FL.

7. The employees represented by Local 1812 include, but are not limited to, journalists, information technology specialists, and broadcast specialists, at the Voice of America and the Office of Cuba Broadcasting.

8. On March 6, 2025, all USAGM employees, including those represented by Local 1812, received an email requesting they provide USAGM Human Resources with their personal email address and personal phone number. The email noted stated: “[a]s restructuring, reductions in force (RIFs), and other workforce changes continue across the federal government, USAGM is taking proactive steps to ensure we can communicate with all employees effectively, especially when email access may be limited.”

9. On March 14, 2025, all USAGM employees received an email from acting CEO Victor Morales that USAGM was terminating its news services contracts with the Associated Press and Agence France Presse effective at 11:59 p.m. that day. The email also indicated that USAGM’s contract with Reuters would expire on March 31, 2025.

10. The email from Morales followed a March 13, 2025, post by Kari Lake on X indicating that she had directed the cancellation of USAGM newswire contracts.

11. The cancellation of newswire contracts impaired Local 1812’s members’ ability to perform their duties. For instance, broadcast journalists would be unable to produce their programs because USAGM broadcasts often use newswire services to supplement the script, text and video necessary to assemble news packages which are broadcast and streamed from the web.

12. After the termination of newswire contracts, I received inquiries from many members that were upset and confused about the decision and the effect it had on their ability to perform their work.

13. On March 15, 2025, I was notified, by an email from Human Resources Director Crystal Thomas that I was being placed on administrative leave. The email also notified me that I would no longer have access to USAGM buildings or systems, and that I was “expected to immediately surrender [my] official USAGM identification badge and press pass, as well as any keys or other official government property, including documents, records, electronic and telephone devices, and other equipment.” It is my understanding that almost all USAGM employees, including those represented by Local 1812, were put on administrative leave at the same time and received the same email from Director Thomas.

14. On or around the same time on March 15, 2025, several USAGM employees working on shows set to broadcast, including Local 1812 members, were told to stop working on their broadcasts and leave their duty stations.

15. Since March 15, 2025, I have continually received inquiries from USAGM employees and Local 1812 members. Employee have called and emailed me with concerns about their livelihoods and their ability to perform their duties. The employees are relying on Local 1812, as their union, for constant guidance on the situation at USAGM and how it will affect their employment. As a result, Local 1812 has had to seek regular assistance from AFGE’s national office and has spent significant time and resources researching employee concerns and responding to employee inquiries.

16. Local 1812 members and the USAGM employees that AFGE Local 1812 represents have informed me that they are frightened and confused by the situation at USAGM. Members

have been required to make significant choices that may involve financial and familial consequences. Members are also concerned about adverse impact shutting down USAGM broadcasts will have on its mission and its ability to retain audiences. USAGM employees, including Local 1812 members, are deeply committed to the mission of USAGM.

17. Local 1812, has devoted considerable resources in recent days responding to requests and providing guidance about the agency actions at USAGM. On a daily basis, myself or other Local 1812 officers have had to respond to inquiries, seek guidance from AFGE's national union, and investigate the adverse effects USAGM's actions are having on our bargaining unit employees.

18. If USAGM is dissolved, Local 1812 will be unable to represent its members who are USAGM employees, and AFGE and Local 1812 will also lose hundreds of members. The loss of members will diminish Local 1812's and AFGE's revenues and bargaining power. If USAGM is dissolved, moreover, AFGE and Local 1812 will no longer be able to effectively carry out their mission of representing USAGM bargaining unit employees.

19. The injuries suffered by Local 1812 and AFGE and its members are ongoing or imminent and will persist unless this Court intervenes.

Executed at Mitchellville, Maryland on the 21st day of March, 2025.


